

Ames CSD

PPME #2003 (Blue Collar) 7/1/2005 6/30/2007

PREAMBLE

The Ames Community School Board (hereinafter called the Board) and PPME Local 2003 (hereinafter called the Union) recognize that the highest quality of education is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust. The parties have reached certain understandings which they desire to confirm in this agreement. It is agreed as follows:

ARTICLE I
RECOGNITION

The Ames Community School Board, hereinafter referred to as the "Board", recognizes the PPME Local 2003, IUPAT, hereinafter referred to as the "Union" as the sole and exclusive negotiating agent for all full-time and regular employed classified personnel as set forth in the PERB certification instrument (Case No. 5015 and 6158) issued by the PERB on the 14th day of February, 1994, and February 21, 2000. The unit described in the above certification is as follows:

INCLUDED:

All regular full-time employees and regular part-time employees (more than 20 hours per week) maintenance and custodial employees, Head Custodian, Coordinator of Custodial Services, Coordinator of Central Stores and Grounds, Coordinator of Maintenance Service and Maintenance Secretary.

EXCLUDED:

Custodial supervisors, all other employees of the district and all employees excluded by Section 4 of the Act.

ARTICLE II
DEFINITIONS

A. The term "Board" as used in this agreement, shall mean the Board of Education of the Ames Community School District or its duly authorized representatives.

B. The term "employee" as used in this agreement, shall mean all regular and full-time employees represented by PPME Local 2003, regular and part-time employees represented by PPME Local 2003, IUPAT in the bargaining unit as defined and certified by the Public Employment Relations Board.

C. The term "Union" as used in this agreement, shall mean PPME Local 2003 IUPAT or its duly authorized representatives or agents.

D. The term "Employer" as used in this agreement, shall mean the Ames Community School District.

ARTICLE III UNION RIGHTS

The Union and its members shall have the right to:

A. Use school facilities for general Union meetings unless the Superintendent should choose to deny such usage. Denial will be in writing.

B. Make use of school buildings and facilities at reasonable times for a reasonable number of meetings, and to make use of equipment, including typewriters, mimeograph machines, other duplication equipment, calculating machines, and audio-visual equipment. Use of the building shall in no way interfere with any aspect of the instructional or extra-curricular program. The use of equipment shall be only when it is not otherwise in use for instructional or extra-curricular programs. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any out-of-pocket expenses which the school district may incur because of the use of facilities or equipment. The principal of the building shall be notified of the time and place of all meetings and shall be required to give prior approval of all such meetings. Such meetings or use shall not conflict with school activities or use.

C. Distribute union material through the school mail service and building mail boxes unless the Superintendent should choose to deny such usage. Denial will be in writing. Materials distributed by the union are to be clearly marked as to their originations by the union. A copy of the material distributed through the school mail shall be given to the Superintendent and a copy of the material placed directly in building mail boxes shall be given to the building principal.

D. Post notices of activities and matters of Union concern on bulletin boards located in either lounges or such other places as designated by the building principal.

E. Be furnished on request regularly and routinely prepared information concerning the financial condition of the school including the annual financial report and adopted budget, but nothing herein shall require the district to research and assemble information.

F. Select stewards of the bargaining unit. The Union shall notify the district of the name of the Union stewards.

G. Designate a business representative of the Union. This business representative will be permitted to visit the employee's work site to ascertain the agreement is being complied with. The business representative will obtain permission from the Superintendent or his/her designated representative prior to each visit and will not interfere with the Employer's operation.

ARTICLE IV DUES DEDUCTION PROCEDURE

A. The Union will have the responsibility of informing each of its members of the voluntary nature of authorization by an employee for the deduction from the employee's pay to cover dues, and for the procedure for revoking an authorization.

B. The Union will distribute to its members an authorization form advising the member that the dues deduction is voluntary on the member's part, and that the member also terminate the dues check-off at any time by giving thirty (30) days written notice to the Employer.

C. Deductions under this provision shall only include the regular periodic amounts required to maintain the employee as a member in good standing.

D. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This notification will occur no later than the first Friday of July. Only the amount certified as Regular Union dues will be deducted.

E. Eligible employees who belong to the Union, shall sign an authorization form and said form must be turned in to the Employer by the first Friday in July. Employees hired after the July deadline will have 15 calendar days from their first day on the job in which to enroll. Payroll deductions of said employees will be commensurate to the remaining contract payments of the current school year.

F. The Employer shall transmit to the Union the dues deducted within ten working days of the last working day of the payroll cycle, together with a list of the employees for whom the deduction is made.

G. The Union agrees to indemnify and hold harmless the Board, each individual board member, and all administrators and central office personnel against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of provisions in the Agreement between the parties for dues deduction.

ARTICLE V HOURS OF WORK AND OVERTIME

A. Purpose. The purpose of this Article is to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The termination of the daily and weekly work schedule shall be made by the Employer.

B. "Work week" is defined as that seven day period beginning at midnight on Sunday and ending at midnight the following Sunday.

C. "Work Day" is defined as that period of work hours assigned by the district. Determination of the work schedule and daily assignment of work shall be made by the Employer.

D. All full-time hourly employees will be entitled to one 15-minute break in the first half of their shift and one 15-minute break in the second half of their shift. Employees working less than 8 hours per day will receive one 15-minute break time per day. Break times will be scheduled by the supervisor. Employees may not leave their assigned work building for breaks.

E. All employees working through a lunch or a dinner period will be required to take an unpaid lunch or dinner period. The time of this lunch or dinner period will be arranged with the employee's supervisor.

F. Overtime. The need for overtime and its assignment shall be the Employer's decision. Any overtime worked must be first authorized by the building principal, Director of the Department of Building and Grounds, or central office administrator. The overtime report of excess hours must be signed by the employee and the person responsible for payroll reporting. Overtime will be compensated at time and one-half (1 ½) the employee's regular hourly rate for hours in excess of forty (40) hours per work week. Employees may request compensatory time off in lieu of overtime pay. Compensatory time off will be scheduled with approval of the employee's supervisor and must be taken before the 3rd working day in June of each fiscal year. Unused overtime not taken before this date must be turned in to the Business Office and will be paid as part of the employee's final salary payment in June. All paid leaves, except compensatory time, shall be computed for overtime pay. All work performed on a Holiday or Sunday will be paid at the regular rate of pay times two.

G. In an emergency, the Employer may change an employee's assigned hours of work without notice. In all other situations, changes in an employee's hours of work will be preceded by fifteen (15) days notice.

H. On Call Pay. Employees scheduled to be "on call" during Saturdays, Sundays and/or holiday periods will be paid a minimum of two (2) hours per day. If an employee performs daily scheduled activities while on call (i.e. Boiler service), the employee shall receive overtime pay at the rate of time and one-half (1 ½) on Saturdays and the regular rate of pay times two (2) for Sundays and Holidays.

I. Call Back Pay. Employees who may be called back to work outside their regularly scheduled work hours will receive payment of a minimum of two (2) hours per call. All work performed on a Holiday or Sunday will be paid at the regular rate of pay times two (2). Call back pay shall not apply to daily scheduled activities while on call (i.e. Boiler service) but will to other situations in which the employee is called back to work.

ARTICLE VI
LEAVES OF ABSENCE

A. Personal Illness. Personnel employed on less than a 12-month basis shall be entitled to be absent with full pay for personal illness or injury for ten (10) days the first year of employment, eleven (11) days the second year, twelve (12) days the third year, thirteen (13) days the fourth year, fourteen (14) days the fifth year and all subsequent years, with a maximum accumulation of 165 unused days.

Personnel employed on a 12-month basis shall be entitled to be absent with full pay for personal illness or injury for twelve (12) days the first year, thirteen (13) days the second year, fourteen (14) days the third year, fifteen (15) days the fourth year, sixteen (16) days the fifth year, seventeen (17) days the sixth year and all subsequent years, with a maximum accumulation of 165 unused days.

Employees shall accumulate sick leave on a monthly basis as follows:

	<u>8 Hour Employee</u>	<u>5.5 Hour Employee</u>	<u>4 Hour Employee</u>
12 Days	96 hours	66 hours	48 hours
13 Days	104 hours	71.5 hours	52 hours
14 Days	112 hours	77 hours	56 hours
15 Days	120 hours	82.5 hours	60 hours
16 Days	128 hours	88 hours	64 hours
17 Days	136 hours	93.5 hours	68 hours

B. Adoption Leave. An employee who works four (4) hours or more per day may take adoption leave. An employee who is planning to take a leave of absence for an adoption shall inform his/her immediate administrator and the Deputy Superintendent in writing. At that time, the employee shall indicate (a) whether or not he/she plans to work up to the time the child arrives, and (b) whether or not he/she intends to return to work following the arrival of the child.

Should the employee indicate he/she plans to return to work, he/she may take a leave of absence not to exceed a total of 15 work days. Five days with pay and ten days with one-half pay. This leave shall take effect at the time of arrival of the child to the employee and shall include time for travel to pick up the child, if necessary. Leaves for reason of adoption shall not qualify under "Absences for Personal Illness" or "Emergency Leave."

The immediate administrator and Deputy Superintendent shall be kept informed by the employee of the current status of the adoption and dates of termination or dates of leave of absence.

C. Emergency Leave. Employees of the Ames Community School District who work four (4) hours or more per day may be allowed five days each year with full

pay for emergencies which require an absence of one-half day or more. An additional two days of emergency leave per year may be granted at the discretion of the Superintendent or designee. The five days are not cumulative. In extreme emergencies more days may be granted by the superintendent.

For purposes of this section, an emergency is defined as serious illness or death in the immediate family, court subpoena, and other circumstances including the closing of school for inclement weather as recognized by the Superintendent or designee. (The accepted interpretation of immediate family includes spouse, children, parents, grandparents, brothers, sisters, brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, and grandchildren of both the employee and his/her spouse.) Personal business is not construed as an emergency.

D. Jury Duty. An employee who is called for jury service shall be permitted to be absent from duty without loss of pay. The employee should notify his/her immediate supervisor that a summons for jury duty has been received. The payment received from the county for mileage, should be retained by the employee.

A copy of the jury duty notification letter should be attached to the initial absence form submitted to the Payroll Department.

An employee who is notified by 10:30a.m. that he/she will not be required to be available for jury service the remainder of the day shall return to work.

E. Personal Leave. Employees may request up to two (2) days of paid personal leave year, these leave days must be recommended by the immediate supervisor and approved by the Deputy Superintendent. Request forms are available from the immediate supervisor or administrator, and the reason for the request for Personal Leave will be required. This day is not cumulative.

F. FMLA Leave. Unpaid Family and Medical Leave, pursuant to federal law, will be granted up to twelve (12) weeks per year to assist employees meeting eligibility requirements in balancing family and work life. For purposes of determining the amount of leave available, the year shall be a rolling backward twelve (12) month period.

G. Maternity Leave. Employees requesting maternity leave are entitled to use sick leave during their absence for a period not to exceed six (6) weeks unless required at the written direction of a physician. Should an employee not have accumulated six (6) weeks of sick leave, then provisions of the Family and Medical Leave Act (see section F, FMLA) will be in effect. Note: The District does not recognize Paternity Leave.

H. Wellness: After an employee has accumulated 100 days of sick leave, an employee shall be able to covert 8 days of accumulated sick leave to one paid "wellness" day off. An employee cannot convert more than 24 days of sick leave per

year or take more than two "wellness" days off per contract year. An employee's sick leave accumulation cannot fall below eighty (80) days as a result of converting sick leave to wellness days.

ARTICLE VII VACATIONS AND HOLIDAYS

A. Vacation. Regular part-time employees who have four (4) hours or more per day are entitled to vacation time (12-month employees) or pay in lieu of vacation (9, 9 ½, and 10 month employees) in proportion to the time worked.

Effective July 1, 2003, employees will begin accruing vacation on a monthly basis as follows:

Date of hire until 2 nd anniversary date	1 week	<u>8 hour</u> 3.34 hrs.	<u>5.5 hour</u> 2.3 hrs.	<u>4 hour</u> 1.67 hrs.
After 2 nd anniversary Until 4 th anniversary date	2 weeks	6.68 hrs	4.59 hrs.	3.34 hrs.
After 4 th anniversary Until 12 th anniversary date	3 weeks	10 hrs.	6.88 hrs.	5 hrs.
After 12 th anniversary date	4 weeks	13.34 hrs.	9.17 hrs.	6.67 hrs.

Regular part-time employees who work 4 or more hours for 12 months will receive vacation as described above and 9, 9.5 and 10 month employees will receive pay in lieu of vacation as described above on a pro rata basis.

Employees will be able to use July 1, 2003 vacation in June 2003 only.

This is not intended to result in a decrease in vacation benefits.

B. Holidays. Employees who work four (4) hours or more per day are not required to work on the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and the day preceding Christmas Day, New Year's Day and the day preceding New Years', the Friday of spring vacation and Memorial Day.

ARTICLE VIII EVALUATION PROCEDURE

A. A new employee shall be evaluated at the end of the first two months of employment, and again at the completion of that school year. New employees are identified as being "probationary" during the first sixty (60) work days of employment. New employees may be dismissed or terminated at the end of the sixty day probationary period without just cause.

B. The immediate supervisor will, within twenty (20) working days after the employee's duties officially commence, acquaint the employee with the evaluation forms and procedures.

C. Employees will be evaluated for performance two (2) times during their second year of employment and once every three (3) years thereafter.

D. The employee will be asked to sign the evaluation. Such signature shall be understood to indicate the employee's awareness of the content but such signature will not necessarily mean agreement with the evaluation.

E. The evaluation procedure herein is but a single method of employee evaluation, and nothing in these procedures is to be construed as precluding evaluation of employees by other appropriate means.

F. No written comments concerning an employee's performance shall be placed in the employee's official personnel file unless they have been discussed with the employee.

ARTICLE IX STAFF REDUCTION

A. The employer shall have the right to determine when it is necessary to have a reduction in staff and shall have the right to determine which job classification shall be reduced. If staff reductions are contemplated, the Employer shall notify the Union as far in advance as possible to discuss possible alternatives to a reduction in the work force.

B. When the district determines a reduction in staff as necessary, the following procedure shall be followed:

1. Reduction classifications shall be:
 - A. Custodial
 - B. Custodial Coordinators
 - C. Maintenance Tech I

- D. Maintenance Tech II
- E. Maintenance Tech III
- F. Maintenance Tech IV
- G. Maintenance Coordinator

2. The District shall attempt to accomplish reduction through natural attrition within the classification where reduction is being made, unless the best interests of the school district dictate otherwise.
3. The Employer will determine which classifications will be affected based on the needs of the district.
4. If the staff reduction cannot adequately be accomplished through attrition, probationary employees, within the affected job classification shall be reduced first. If further reductions are necessary or there are no probationary employees within the affected classification, the District shall reduce part-time employees within the affected classification. If further reductions are necessary or there are no part-time employees within the affected classification, the district shall reduce the least senior employee within the classification where the reduction is being made.

When a person in a reduction classification is eliminated, the affected employee may exercise his/her seniority rights to their job of choice in an equal or lower job classification held by a less senior employee in the same department (which is either the custodial or maintenance department). The less senior employee shall then have the same bumping rights. This procedure shall continue in that order until the least senior employee has been given any remaining position or is laid off.

5. The affected employee shall be notified of the reduction at least 30 days prior to the effective date of the lay-off.

C. Recall

1. If an opening occurs within a previously reduced job classification within two (2) years of lay-off, employees shall be recalled in the reverse order of lay-off.
2. If an employee refuses recall, all further recall rights will be forfeited.
3. It shall be the responsibility of the employee on recall to maintain a current address and telephone number with the Employer.

4. Notice of recall will be given by the Employer to the employee by certified mail. If the employee fails to respond in writing to the superintendent or designee within 10 calendar days of receipt of notice, the employee will be deemed to have refused the position offered. However, employees shall be allowed to give 2 weeks notice to any interim employer prior to returning on recall.

ARTICLE X SENIORITY

A. Seniority is defined as the employee's length of continuous service with the Employer since their last date of hire.

Seniority is computed by the number of months actually worked in each employment year. While on an approved unpaid leave, seniority will be frozen and will not accumulate.

B. The administration will develop a seniority list of all members of the unit. That list will be made available at each building by January 15. It shall be updated before any staff reduction by lay-off. If more than one employee started the same day, they will be placed on the list with lowest social security number having most seniority.

C. Employees shall lose their seniority in the following cases:

1. Upon a voluntary quit
2. Upon discharge
3. For engaging in other work while on leave of absence or in obtaining a leave of absence by misrepresentation.
4. After two (2) consecutive days of absence without notice to the Employer.
5. For failure to return after a granted leave of absence or extension thereof.
6. Failure to report for work within ten days after notice informing him/her to report for work following a lay-off.

ARTICLE XI HEALTH AND SAFETY

A. Physical Examination. Iowa law requires a physical examination by a physician once each three-year period. The first examination must be taken at the time of employment, and a report of this examination must be filed with the Personnel Office

before beginning work. The school district will pay up to \$109.50 toward the employee's actual cost for this examination, after submission of the cost to the employee's health insurance provider.

Medical examination report forms will be furnished by the Personnel Office. When required, the school district will pay for an asbestos examination for maintenance employees.

At three-year intervals after the first physical examination, the employee shall take another examination using a form provided by the Personnel Office. The school district will pay up to \$109.50 toward the employee's actual cost for this examination, after submission of the cost to the employee's health insurance provider.

B. Safety It is the Employer's intent to provide a safe and healthful place of employment for all employees. All employees shall be alert for unsafe conditions, equipment and practices, and report these to their immediate supervisor in writing.

C. Rules and Regulations. Employees shall observe all rules and regulations established by the Employer for the protection of life, limb and health, and for the preservation of school district property.

D. The Employer will provide for all employees the necessary clothing and equipment as required by any local, state or federal law, statute, ordinance or code. This shall include, but not be limited to aprons, safety glasses, hard hats, respirators, etc. The District may opt to provide mandatory training to those employees via interactive computer it deems to be fully capable of participating in such training.

E. There shall be a safety committee consisting of three (3) members appointed by the union and three (3) members appointed by the District. The safety committee shall meet quarterly at a time scheduled by the Superintendent or his designee. A list of names of the safety committee shall be posted in each building. Any safety matter reported to a member of the safety committee must be immediately reported to the Superintendent.

F. There shall be a Custodial/Maintenance Safety Committee consisting of 2 members of the Custodial Department; 2 members of the Maintenance Department; and 2 members appointed by the District. The safety committee shall meet at least quarterly or as often as the Committee deems necessary. A list of names of the safety committee shall be posted in each building. Any safety matter reported to a member of the safety committee must be immediately reported to the Superintendent.

The Function of the Custodial/Maintenance Safety Committee shall be to advise the school administration concerning safety and health matters. In the discharge of its function, the Custodial/Maintenance Safety Committee shall consider existing practices

and rules relating to safety and health, formulate suggested changes in existing practices and rules, and recommend adoption of new practices and rules.

The administration will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from the Custodial/Maintenance Safety Committee. Within thirty (30) days of receipt, the administration shall give a written reply to the Custodial/Maintenance Safety Committee regarding the disposition of their recommendation. Should the administration not respond to the Custodial/Maintenance Safety Committee's recommendation within the prescribed time limits, the Custodial/Maintenance Safety Committee shall have the right to make the recommendations directly to the Board.

G. An employee may within the scope of their employment, use and apply an amount of reasonable force necessary under law to quell a disturbance threatening physical injury to the employee, other employee's, students, the public or the person or persons causing the disturbance. The employee may confiscate any unlawful weapons that could cause injury to life or property.

Any employee assaulted as a direct result of their employment will report the assault to their immediate supervisor as soon as possible.

During a leave of absence due to injury from an assault, the employee shall be entitled to all regular pay and benefits while the employee can not assume their regular work duties. Any time off will not be deducted from any of the employee's earned paid leave(s).

The employee will provide the employer with a certified physician's confirmation of the injury and the employee's capability to return to employment.

H. The employer shall provide appropriate outerwear to any employee who routinely has snow removal responsibilities at multiple sites. The Employer and employee shall split the cost of replacement after initial issue on an as needed basis as determined by the Director of Facilities Planning and Management.

ARTICLE XII TRANSFER PROCEDURE

A. Definition. A transfer for purposes of this Article shall mean movement of an employee to another job classification, job category, different shift or location within the district. It is not a term used relative to promotion or demotion.

B. Vacancies. The Employer shall determine whether an opening or vacancy in a job classification exists. This Article will not be construed so as to restrict the Employer from temporarily filling a vacancy or opening with a temporary transfer,

however, a temporary transfer will not be made for more than a thirty (30) calendar day period unless the vacancy is the result of an employee being on approved leave. This time period may be extended by mutual agreement between the employer and the union.

C. Procedures. After the Employer determines there is a job opening or a vacancy exists, notice of such opening will be posted in the administration office and sent to each building. The notice shall be posted in each building office and employees work area for a period of five (5) school days or seven (7) calendar days if during the summer months when school is not in session. Notice of said opening shall include the minimum job qualifications, the building in which the job is to be located and the normal starting and ending times. Employees desiring to be considered for the position shall make written application with the office of the Deputy Superintendent during the posting period.

When two or more applicants possess the minimum qualifications, the employee applicant with the greatest total unit seniority will be awarded the transfer.

If an employee awarded a transfer is unable to perform the essential functions of the position during a thirty (30) day trial period, the employee will be returned to the position they previously held.

D. Summer. An employee wishing to be considered for any transfer to a vacancy occurring during the summer months may notify the office of the Deputy Superintendent in writing by June 1. Such notification should include the employee's name, current position and building as well as a summer address and telephone number. An employee following this procedure will automatically be considered if a vacancy occurs on or before the following September 1. This does not negate the right of any employee to apply for any posted position.

E. Trial Period. A trial period is the time between meetings of the Board of Directors in which employees, with mutual agreement with the Employer, may decide to accept or reject the voluntary transfer.

F. Involuntary Transfer. When a transfer of a staff member is necessary to fulfill the mission of the school, the individual involved shall be counseled by the building principal, Director of the Department of Personnel, and other appropriate central office staff. Transfer may be made as a result of a change in program, a change in the number of pupils in an attendance area or class, or as a result of board-approved program modifications. If the transfer is made for other than the reasons stated above, the employee shall be notified by the Deputy Superintendent. The employee may request a meeting with the Superintendent but he/she may not refuse to accept transfer.

G. Temporary Assignment. In the event an employee fills a position on a temporary basis, he/she will receive the rate of pay for the position or his/her own rate, whichever is higher.

ARTICLE XIII GRIEVANCE PROCEDURE

A. A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

B. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee, or other employees, or the Employer.

D. There shall be no obligation by the Employer to consider any grievance not filed in a timely manner.

E. FIRST STEP. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate supervisor.

F. SECOND STEP. If the grievance cannot be resolved informally, the aggrieved employee and his/her Union representative may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the immediate supervisor mentioned in step one. The written grievance shall contain specific description of the problem, shall refer to the specific clause or section of the Agreement violated, and shall state the relief requested. The filing of the formal, written grievance at the second step must be within 15 work days from the occurrence of the alleged violation. The supervisor in step two shall make a decision on the grievance and communicate it in writing to the employee within five (5) work days after receipt of the grievance.

G. THIRD STEP. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) work days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) work days after such written grievance is filed, the aggrieved and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within five (5) work days of the third step grievance meeting and communicate it in writing to the employee, the Union, and the supervisor.

H. FOURTH STEP – Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance at step three, or if no disposition has been made within the time limits, the aggrieved person and the Union shall meet within five (5) work days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Union determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) work days.

2. Within ten (10) work days after written notice to the Board of submission to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five arbitrators and the parties shall determine by lot which party shall remove the first name from the list. This method of selection shall occur at a time mutually agreeable to the parties. The person whose name remains shall be the arbitrator.

3. The arbitrator so selected shall confer with the representatives of the Board and Union and hold hearings promptly and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the school district and the grievant and his/her representative, and the arbitrator's decision must be based solely and only upon the express relevant language of the agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

I. If the Union or any employee files any claim or complaint in any forum other than the grievance procedure of this agreement, the school district shall not be required to process the same claim or set of facts through the grievance procedure.

J. All fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. All other expenses incurred shall be paid by the party incurring same.

ARTICLE XIV
COMPENSATION

CUSTODIAL/MAINTENANCE EMPLOYEES SALARY SCHEDULE

Beginning Wages/Hiring Steps for 2005-2006

(\$.50 per hour will be added to all bargaining wage rates for the 2005-2006 contract year. Bargaining unit wage rates will be negotiable for the 2006-2007 contract year.)

Custodian	\$9.05
Lead Custodian	\$9.25
(\$.20/hour premium)	
Head Custodian	\$11.55
Secretary	\$11.50
Maintenance Secretary	\$11.85
Sub-Custodian/Sub-Maintenance	\$10.65
Maintenance Tech I	\$10.65
Maintenance Tech II	\$12.65
Maintenance Tech III	\$14.65
Maintenance Tech IV	\$16.65
(Masters's license required)	
Custodial Coordinator	\$17.02
Custodial Coordinator (2 nd Shift)	\$17.22
Maintenance Coordinator	\$18.46

An employee moving from Maintenance Technician I to Maintenance Technician II, or a Maintenance Technician II to a Maintenance Technician III and who is currently earning the same or more than the entry level salary of the Maintenance Technician II or III shall receive a \$.50 per hour increase in their regular hourly rate at the time of moving.

An employee moving from a Maintenance Tech II to Maintenance Tech I or Maintenance Tech III to Maintenance Tech II or Maintenance Tech IV to Maintenance Tech III, shall receive a fifty cent (\$.50) per hour decrease in their regularly hourly rate at the time of moving.

An employee voluntarily moving from a Coordinator classification to a lower job classification or from a Maintenance classification to a Custodial classification will be paid the same hourly rate of pay as a person in the lower classification with the same number of years of service. If no one exists in the lower classification with the same number of years of service, the new hourly wage rate will be prorated accordingly.

Shift Differentials

2 nd Shift	\$.20/hour
3 rd Shift	\$.25/hour

Any custodian that is temporarily assigned as a head or lead custodian for a majority of their working day shall receive the higher rate of pay for all hours worked in the higher classification.

Building Differentials

High School Custodian	\$.10/hour
Middle School Custodian	\$.10/hour

Longevity

6-10 years of service	\$.05/hour
11-15 years of service	\$.10/hour
16-20 years of service	\$.15/hour
21+ years of service	\$.20/hour

Certification Pay

Employees who are assigned to perform the work and who possess the following certifications/licenses shall receive certifications/license pay for all hours worked for the District as follows:

Pool Operator Certification	\$.10/hour
Spray License (weeds)	\$.10/hour
R-12 Refrigeration Certification	\$.10/hour
Asbestos Removal Supervisor	\$.10/hour

CDL Reimbursement

The District shall pay to renew the Commercial Driver's License for all employees whose position requires this license.

Medical Insurance

Wellmark First Administrators are provided.

<u>Basic Single Plan</u>	<u>\$499.92</u>
\$250/\$500 Deductible w/ 80% Co-Insurance	
\$750/\$1500 Maximum out-of-pocket	
\$20 office co-pay	
3 tier drug card with \$50/\$100 deductible and 30% co-pay	

Basic Plan Dependent

\$535.69

The employee will have the option to select which insurance plan they would like to participate in from a “menu” offered by the District. The District will continue to fund the single premium for all employees based on the rates of “Plan 2.” If the employee elects to select a less expensive plan, the difference in the premium amount will be refunded to the employee.

Dental Insurance

Plan with Delta Dental Insurance Company

Single	\$23.51/month
Dependent	\$51.02/month

Basic Life Insurance

Plan with National Insurance Services. Basic life insurance is provided at one times the employee’s annual salary to the nearest thousand dollars, with the premium paid by the District at \$.24 per \$1000 per month. Supplemental life insurance is available (as a payroll deduction – employee’s expense) as follows:

\$20,000 Life Insurance	\$5.60/month
\$30,000 Life Insurance	\$8.40/month

Dependent life insurance is provided only if the employee elects dependent medical insurance: the cost is \$.45 per month per covered employee and is included in the medical insurance premium. Coverage: \$1,000/spouse; \$500/child (6 months of age); \$100/child (live birth to 6 months of age.)

Long-Term Disability

Long-term disability is included in the basic life insurance premium at \$.355 per \$1000 if covered payroll. Benefits are paid at 60% of annual salary. Maximum annual covered salary is \$50,000. Maximum monthly benefit is \$2,500.

Fringe Benefit

Staff receives \$151.74 per month in fringe benefit which can be applied toward dependent medical, dependent dental, put into a tax-sheltered annuity, or paid as cash.

Clothing

Employees are expected to wear District issued shirts while at work as a means of identification. As a result, the District will provide five (5) shirts at time of hire and two (2) new shirts each year of employment thereafter.

ARTICLE XV

WAGES AND INSURANCE FOR 2005-2007

The Employer shall pay 100% of the employee's individual health and dental insurance premiums. The health and dental insurance benefits and coverage shall remain equal to or better than the coverage provided to the employees at the effective date of this agreement.

The Employer shall pay 100% of the premiums for basic life insurance at one times the employee's annual salary to the nearest thousand dollars.

The Employer shall pay 100% of the Long-Term Disability insurance premium for employees. Benefits are paid at 60% of annual salary. The maximum annual salary covered is \$50,000. The maximum monthly benefit is \$2,500.

ARTICLE XVI DISCIPLINE AND DISCHARGE

The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against employees for just cause. When an employee is disciplined, the Employer will state in writing the violation and the manner in which the violation occurred. An employee who alleges that such an action was not based on just cause may appeal the action through the grievance procedure (Article 13). The employer shall not discipline an employee without just cause, recognizing and implementing progressive discipline.

The Union shall receive written notice of any disciplinary action imposed upon an employee within five (5) working days of the time such action is taken.

ARTICLE XVII DURATION

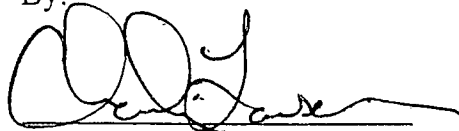
This Agreement shall be effective as of July 1, 2005, and will continue in effect until June 30, 2007. Salary and fringe benefits provisions shall become effective on the first day of the commencement of the services contracted for under this collective bargaining agreement. In the second year of the agreement, wages and insurance will be open for negotiations.


This Agreement signed this 21st day of June, 2005.

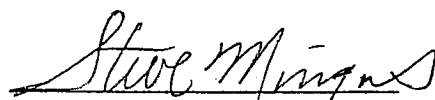
PPME LOCAL 2003


AMES COMMUNITY SCHOOL
DISTRICT

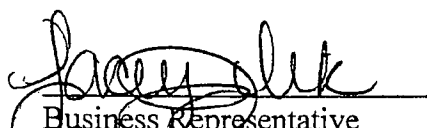
By:



Employee Representative


Board President


Employee Representative


Board Secretary


Business Representative


District Negotiator

LETTER OF UNDERSTANDING

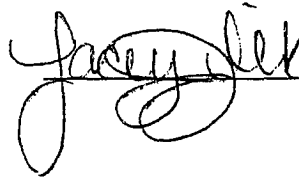
The District agrees to reimburse Steve Mingus, Al Kabelá, Dan Wright and Charles Larson ten dollars (\$10.00) per month for the use of their personal cellular phones for work purposes, effective July 1, 2005. Each will receive a check in the amount of one hundred twenty dollars (\$120.00) per year to be paid in January of each year.

The District reserves the right to extend this reimbursement to other staff based on need and usage and the District reserves the right to terminate this agreement at anytime, after proper notification to PPME Local 2003 based on budget constraints and need.

For the District

For the Union

 4/27/05

 4-27-05

ADDENDUM A

This Addendum shall set wages and insurance for the second year of a two year agreement between Ames Community School District and PPME Local 2003. All other items, except those expressly stated in this Addendum shall remain unchanged.

ARTICLE XIV – COMPENSATION

Effective July 1, 2006, sixty-three cents (\$.63) per hour will be added to all bargaining unit wages in all classifications, across the board.

Effective July 1, 2006, beginning wages for all classifications will be increased as shown in the following schedule:

Custodian	\$9.68
Lead Custodian	\$9.88
(\$.20/hour premium)	
Head Custodian	\$12.00
Secretary	\$12.00
Maintenance Secretary	\$12.00
Sub-Custodian/Sub-Maintenance	\$11.00
Maintenance Tech I	\$11.00
Maintenance Tech II	\$13.00
Maintenance Tech III	\$15.00
Maintenance Tech IV	\$17.00
(Master's License Required)	
Custodial Coordinator	\$17.02
Custodial Coordinator (2 nd Shift)	\$17.22
Maintenance Coordinator	\$18.46

Medical Insurance

Wellmark First Administrators are provided.

Basic Single Plan	\$474.92
\$250/\$500 Deductible w/80% Co-Insurance	
\$750/\$1500 Maximum Out-of-Pocket	
\$20 office co-pay	
3 tier drug card with \$50/\$100 deductible and 30% co-pay	

Basic Plan Dependent	\$508.90
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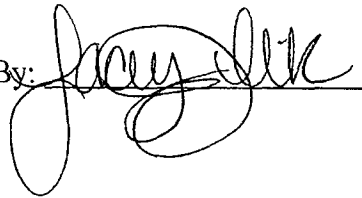
The employee will have the option to select which insurance plan they would like to participate in from a "menu" offered by the District. The District will continue to fund

the single premium for all employees based on the rates of "Plan 2." If the employee elects to select a less expensive plan, the difference in the premium amount will be refunded to the employee.

This Addendum shall remain in full force and effect from July 1, 2006 through June 30, 2007. Salary and fringe benefits provisions shall become effective on the first day of the commencement of the services contracted for under this collective bargaining agreement.

This Addendum signed on this 24 day of March, 2006.

PPME Local 2003

By: 

Ames Community School District

By: 